

M.P. TEXT BOOK CORPORATION
PUSTAK BHAWAN ,ARERA HILLS,
BHOPAL ---462011

TENDER NO. P-1/2006-2007

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TENDER DOCUMENT FOR SUPPLY OF 60 GSM "WATER MARK"
OFFSET PRINTING PAPER

Submission of tender

Before 2.00 P.M.
On 08.09.2005

Issued to

Date and time of opening

2.30 P.M. on 08.09.2005

MANAGING DIRECTOR
M.P. TEXT BOOK CORPORATION
BHOPAL

ANNEXURE-II

TERMS AND CONDITIONS FOR SUPPLY OF 60 GSM "WATER MARK" OFFSET PRINTING PAPER

1. *The Managing Director, M.P. Textbook Corporation invites sealed tenders for supply of 60 G.S.M. "Water Mark" Offset Printing Paper as specified in Annexure-I and sub-clause 12(ii) of terms and conditions. The bidding is open to all the eligible bidders who qualify for bidding under the prescribed terms and conditions.*
2. *Interested eligible bidders may obtain the tender document, from the office of the Managing Director, M.P. Text Book Corporation, "Pustak Bhawan" Arera Hills, Bhopal, on any working day upto 1.30 P.M. on 08.9.2005, on payment of cost of tender document (non-refundable) Rs. 2000/- (Rs Two thousand only). Tender document will be posted, if expressly so desired, at the risk of prospective bidder, on payment of cost of tender document Rs. 2000/- (Two thousand only). The cost of document may be paid in cash or by way of a demand draft in favour of Managing Director, M.P. Text book Corporation, payable at Bhopal (M.P.)*
3. *Bids complete in all respect, in two sealed covers i.e. TECHNICAL BID in cover A (Form A) and COMMERCIAL BID in cover B (Form B) must reach the office of Managing Director, M.P. Textbook Corporation latest by 2.00 P.M. on 08.09.2005. Bid received after the deadline for submission of bids, shall be rejected and returned unopened to the bidder. The TECHNICAL BIDS of all the tenders received within the prescribed time limit, will be opened in the presence of bidders or authorized representatives of bidders (maximum two), who may wish to attend the opening of bids in the office of, M.P. Text Book Corporation, Arera Hills, Bhopal at 2.30 P.M. on 08.09.2005. (No rates should be quoted in the technical bid in form "A", rates should be quoted in the commercial bid in form "B" only.) The COMMERCIAL BID will be opened later on. The date, time and venue of opening of commercial bid will be intimated to those bidders, whose technical bid is qualified under the terms and conditions of document and only if their paper samples meet the quality requirements as specified in annexure I, after carrying out necessary laboratory tests.
The decision of "M.P. Text Book Corporation" shall be final in this regard (For the opening of the COMMERCIAL BID).*
4. *The rates must be quoted both in words and figures. In case of any difference in words and figures of the quoted rates, which ever is lesser shall be considered. A person, duly authorized to bind the bidder to the contract, must sign the bid. Proof of authorisation shall be furnished in the form of registered power of attorney, which shall be annexed with technical bid. The bid shall be submitted in two sealed covers superscribed with words "COVER A : TECHNICAL BID FOR SUPPLY OF 60 G.S.M.WATER MARK OFFSET PRINTING PAPER FOR THE YEAR 2006-2007 DUE ON 08.09.2005" and "COVER B : COMMERCIAL BID FOR SUPPLY OF 60 G.S.M. WATER MARK OFFSET PRINTING PAPER FOR THE YEAR 2006-2007".*

INSTRUCTIONS TO BIDDERS

5. **Eligibility and qualification requirements:**
No tender shall be considered valid if :-
 - (a) *The production capacity of the mills is less than 40000 Metric tons (Forty thousand tons) per year. Certificate, in the format attached herewith, from the Central Excise Department, must be furnished indicating clearly that they have cleared 40000 M.T.(Forty thousand tons) paper, during the excise year 2004-2005 (Format attached)*

- (b) *The bidding documents have not been purchased by the bidder from M.P. Textbook Corporation.*
- (c) *It is not submitted in prescribed form and not accompanied with earnest money of Rs. 20,00,000 (Rupees Twenty lacs only) by Demand Draft in favour of Managing Director, M.P. Textbook Corporation, Bhopal, payable at Bhopal.*
- (d) *The rates are not quoted for full quantity (i.e. 15000 M.T.) of 60 G.S.M. watermark offset printing paper.*
- (e) *The tender is conditional and inconsistent with the terms and conditions of the prescribed tender document for the purpose.*
- (f) *Rates of products of more than one paper mills/Units are quoted.*
- (g) *More than one rate is quoted for reel paper and more than one rate is quoted for sheet paper.*
- (h) *A mill submits more than one tender or authorises the submission of more than one tender on its behalf.*
- (i) *Authority of the concerned mill to the effect that the bidder has been authorised to submit tender on its behalf and if an order is placed with the bidder, the mill undertakes to supply the required paper in time, is not enclosed with the bid.*
- (j) *Rates for 60 G.S.M. Water Mark (with logo of M.P. Text book Corporation) offset printing paper per metric ton F.O.R. M.P. Textbook Corporation Central Depot, Bhopal inclusive of CST/commerical Tax/octroi (if any) and another taxes and duties applicable, are not quoted. At present the rate of Central Excise duty is nil (As per central excise rule) for the paper to be supplied to State Textbook Corporations. Please clearly specify at what rate of Central Excise duty the rates have been quoted and whether 'declaration' regarding usage of paper is required from the Corporation or not.*
- (k) *The weight of the wrapper, core, Hazien cloth and wooden plug etc. is included in the rates quoted.*
- (l) *Bid is received after the dead line for submission of bid.*
- (m) *30 sample sheets in A-3 size of 60 G.S.M offset printing paper of prescribed quality and same lot have not been submitted along with the Cover 'A': Technical Bid, indicating the size, weight, G.S.M. and name of mill/unit thereon and if the samples does not meet the quality requirement as mentioned in Annexure-I. (In this regard the corporation will call test report from laboratory.) The samples submitted along with Cover 'A': Technical Bid have not been signed and stamped by the competent authority of manufacturing Mill/Unit.*

6. BID DOCUMENTS:

The bidder is expected to examine carefully all instructions, conditions, tender form, appendix to tender form, Performa agreement, specifications, annexures, schedules in the bid documents. Failure to comply with the requirements of bid submission will be at the bidders risk. Bids, which are not substantially responsive to the requirements of the bid documents, will be rejected.

7. EARNEST MONEY: -

- (a) *Earnest money shall be forfeited:*
 - (i) *If the bid is withdrawn at any time prior to its rejection.*
 - (ii) *If the bid is withdrawn before or after its acceptance is communicated to the bidder or,*
 - (iii) *If the successful bidder fails to execute the agreement within 10 days of the issue of letter of acceptance.*
- (b) *Earnest money of unsuccessful bidder will be refunded as early as possible.*
- (c) *Earnest money of successful bidder may be adjusted against Security Deposit at the time of the execution of the agreement, if the bidder requests to do so in writing.*
- (d) *No interest will be paid on Earnest Money and/or Security Deposit.*

8. (a) *The rates and prices quoted by the bidders shall be fixed for the duration of the contract and shall not be subject to adjustment or change on any account.*
- (b) *The corporation will not consider any claim for revision of the rates relative to a higher quantity slab of Excise levy although payable by the manufacturing mills affected by the Govt. of India. The Corporation may accept revision (higher/lower) in rate only in the event of any revision to the basic rate of Excise Duty as applicable on the date of agreement, if effected by the Govt. of India.*

9. BID VALIDITY :

Bid shall remain valid and open for acceptance for a period of 180 days from the date of bid opening. Failure to sign the bid shall result in rejection of the bid.

10. *The process of interpretation, evaluation and comparison of bids and recommendations concerning the award of the contract shall not be disclosed to the bidders or any other person. CANVASING IN ANY FORM SHALL RESULT IN CANCELATION OF THE BID.*
11. *The Managing Director reserves the right to accept or reject any bid or all the bids without assigning any reason whatsoever, (at any time prior to the award of the contract) without incurring any liability to the affected bidders and any obligation to inform the affected bidders of the grounds.*

12. SCHEDULE AND MODE OF SUPPLY/DELIVERY:

- (i) *The total tonnage of Water Mark Offset Printing paper as specified in ANNEXURE-I & ordered shall be in conformity with approved size and quality specifications mentioned in Annexure-I and elsewhere in the tender document.*
Paper shall be supplied in batches in any or all the sizes and in quantities as per delivery schedule ordered by the Managing Director. The delivery schedule may however be revised by the Managing Director if warranted by exigencies of work of the Corporation. The successful bidder shall be bound to effect deliveries in accordance with the revised supply schedule without claiming revision in the rates. The date of supply shall be the date on which the consignment reaches the required destination.
- (ii) **Water mark :-** *The paper to be supplied shall bear "Water Mark" of M.P. Textbook Corporation (म.प्र.पा.पु.नि.***). The successful bidder (supplier) will arrange the manufacturing of "Dandy Roll" in consultation with M.P. Textbook Corporation. Further, the cost of manufacturing of Dandy Roll will be borne by the successful bidder (the mill). The "Dandy Roll" will be manufactured in such a way that it will give "म.प्र.पा.पु.नि.***" Water Mark at a distance of every 10 or 12 cm. (***) Means name/logo of the mill in short.)*
*It will be responsibility of the supplier to ensure that the impression of Water Mark is clear and easily readable and the minimum diameter of the Dandy roll will be 1500 mm. In case the machine of the mill is such that a 1500 mm. Dandy can not be run on it, then the dandy of smaller diameter can be accepted provided the "Water mark" is of good quality and the mill gives an affidavit at the time of presenting the tender documents, to the effect that his machine can not run a dandy of 1500 mm. Supplier will give an undertaking that "(म.प्र.पा.पु.नि.***)" Water mark will be used only on the paper to be supplied to M.P. Textbook Corporation. Once manufactured, the cover of 'Dandy Roll' shall become the property of M.P. Textbook Corporation only.*
- (iii) *Paper may be required to be supplied to the consignee/consignees as per despatch order to be given by the Managing Director, M.P. Textbook Corporation. The difference in freight due to change in consignee's destinations, if any, will be subsequently paid to, deducted from the bill of the supplier, as the case may be. In such cases it shall be the duty of consigner/consignee, other than M.P. Textbook Corporation, to ensure that the*

paper supplied is of the quality specified by the Corporation and the Corporation may require that the supplier produce certificate from approved agency/agencies in this regard.

- (iv) Relevant Railway Receipt /Motor Receipt shall be sent free and direct to the consignee (s) freight prepaid.*
- (v) The M.P. Textbook Corporation shall not be responsible for damages, losses, thefts, pilferages, fire, accidents and demurrages etc., if any, incurred to the consignment during transit and these shall be borne by the supplier.*
- (vi) The consignment (s) shall be sent to the consignee(s) securely packed so as to withstand rough handling and protection from vagaries of nature during transit. The packing shall be in full conformity with Bureau of Indian Standards specification IS 6211:1993 & points 5 of IS 1848:1991.*
- (vii) The despatch of each consignment shall be immediately communicated to the Managing Director, M.P. Textbook Corporation/consignee with the relevant details of Railway Receipt /Motor Receipt.*
- (viii) In respect of paper in reels, the covering despatch/delivery challans shall indicate only the nett weight (Pure paper substance) of paper with reel numbers of each lot.*

13. PENALTY

If paper is not received at the ordered destination within the period specified in para (12(i) above penalty for delay will be imposed @0.10% per day of delay on the purchase value of paper supplied delayed. The delayed supply will be adjusted in successive supplies. However, the Managing Director, in special circumstances may condone the delay. (The penalty may be imposed even if the delay in supply has not resulted in any financial loss to the Corporation. (See clause 15 & 24).

14. RIGHT TO REFUSE/REJECT THE SUPPLIES :

- (a) Paper supplied shall conform to the quality specification mentioned in Annexure-I and as ordered by the Corporation. The Managing Director reserves the right to refuse to accept the paper if found:-*
 - (i) Inferior in quality & improper winding of paper in reels etc. or not conforming to the specifications mentioned in Annexure-I.*
 - (ii) Other than specified and ordered by the Managing Director.*

OR

- (iii) For any other sufficient reason at his discretion.*
- (b) In case the supply of paper is rejected, the dealer at his own cost shall lift the supply not accepted within the period granted by the textbook Corporation and in no case corporation shall be liable for the supply not accepted.*
- (15). The Managing Director reserves the right to deduct from the running bill, the cost of damaged or torn sheets and also of the sheets found short. If the edges of the reels are found damaged with cuts etc. and if paper strips or inside cuts are found in reels, suitable deduction to the extent of paper loss shall be made.*

(16). PAYMENT:

- (i) 90% payment will be released, as far as possible; within 10 days of the receipt of the bill provided the consignee submits the bill with proof of actual receipt of the consignment.*
- (ii) The remaining 8% will be released or adjusted, as the case may be, after receiving final report from the consignee(s) indicating actual receipts, shortage, outer visible damages, demurrage etc. if any, and/or after obtaining a laboratory test report if the Managing Director considers it necessary. (The dealer will submit Income Tax clearance certificate before the last payment, otherwise deduction will be made as per rule.)*

- (iii) *The balance 2% will be released after a period of 6 months form the date of last supply as a safeguard against manufacturing defects which may be revealed on actual use of the material in printing*
17. *The successful bidder shall execute an agreement within 10 days of the issue of letter of acceptance in prescribed form.*

18. SECURITY DEPOSIT :

- (a) *While executing the agreement the successful bidder shall deposit security amount equal to 5% of value of the ordered quantity by Demand Draft in favour of Managing Director, M.P. Textbook Corporation, Bhopal, payable at Bhopal or shall submit bank guarantee of nationalized bank (valid for two year) of the amount equal to 10 % of the value of the ordered quantity. The format of the bank guarantee is annexed as annexure-III. However, if the successful bidder so requests in writing, the earnest money may be adjusted against the aforesaid security amount. The agreement shall not be executed unless the security deposit has been deposited in full / the bank guarantee of the prescribed amount has been submitted.*
- (b) *The security deposit will be returned, as early as possible, on satisfactory performance of the contract.*
19. *The Managing Director reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. He also does not bind himself to accept the lowest tender. The Managing Director reserves the right to place orders with one or more than one bidders in any manner he may deem fit. He further reserves the right to Increase/Decrease the quantity of the order by 40% of the tendered quantity.*
20. *If considered necessary in the interest of M.P. Textbook Corporation the Managing Director reserves the right to enter into negotiation with the lowest tenderer for the purpose of obtaining reasonable rates. (Notification no. F-2/3/2004/rule/four dated. 5/05/2005 of Government of M.P, Finance Department, shall be complied with.)*
21. *Circular no. F-6-8/03/11-अ dtd. 19/02/2003 of department of commerce and industry, government of M.P. as far as it is applicable to MPTBC will be complied with.*
22. *Weight of the wrapper, core & wooden plug etc. of the reel/sheet shall be excluded from the gross weight and nett weight shall be considered as the quantity supplied.*
23. *Submission of the bid shall be deemed to be the acceptance by the bidder of all the terms and conditions contained herein.*
24. *The Managing Director, M.P. Textbook Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred). Penalty for delayed supply will however be imposed as mentioned in clause 13. He may also cancel the order in part or whole, if there is breach of any of the above noted terms and conditions and recover the additional liability incurred by the Corporation in the process from the default supplier. In the event of cancellation of the contract the security amount of the supplier shall stand forfeited / by invoking the bank guarantee the full security amount shall be recovered, without any liability to the Corporation.*
25. *It shall be the duty of the supplier to attend to and rectify all the complaints pertaining to the manufacturing defects of paper supplied revealed at any stage.*
26. *If anything regarding technical specifications is not clearly mentioned in the bid documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) in that regard.*
27. *Supply of paper must start within 30 days from the date of issue of "Letter of Acceptance"*

28. **ARBITRATION:**

All disputes and differences arising out of the agreement or any breach of contract shall be referred to arbitration by the sole arbitrator Principal Secretary, School Education Department, Govt. of M.P., Bhopal or his nominee, arbitrator's decision shall be final and binding on the parties. The provisions of Arbitration & Conciliation Act' 1996 shall apply to the proceedings before the Arbitrator.

29. *That if any dispute arises out of this tender before the agreement is signed, it will be subject to the jurisdiction of the Hon'ble Madhya Pradesh High Court, Jabalpur only. After the execution of the agreement, if any dispute arises, clause 28 of this tender document shall be applicable in that condition.*

Managing Director
M.P. Textbook Corporation, Bhopal.

ANNEXURE-I

SCHEDULE OF SPECIFICATION FOR WATER MARK OFFSET PRINTING PAPER

1. **Quality of the paper:**

- (i) *Nomenclature:* Water Mark Offset Printing paper (Please refer 12 (ii) of annexure II also)
- (ii) *GSM* 60
- (iii) *Mechanical Pulp (max)* 20% As
- (iv) *PH* 5.5 to 7.5 per
- (v) *Tensile Index (min)* IS 1848:
MD 30 1991 with latest amendments
CD 20
- (vi) *Opacity (Min.)* 80
- (vii) *Cobb 60 (Max.)* 22
- (viii) *Waxpick* No pick on 7A
- (ix) *Brightness (Min.)* 70
- (x) *Smoothness, Bendtsen ml/min. (Max.)* 200
- (xi) *Tear Index (Min.)* CD 4.0
MD 3.5
- (xii) *Paper must be specks free*
- (xiii) *Winding of reels must be proper*
- (xiv) *Variation allowed for average GSM of 10 samples will be 3% for single sample 5%*
2. **Sizes:** Item A- Reels (84cms), Item B -- Sheets (58.5x84cm, 72x102cms)
3. *Hand and Visual Test: The writing and printing paper shall be of uniform formation, evenly finished, Printability, Static charge Rattling, Shed, Ink Absorbency and generally free from specks, holes and other blemishes.*
4. *Approximate quantity -15000 M.T. in the sizes & quantities to be communicated.*
5. *Packing & Marking Packing shall be in full conformity with the specifications.*

- (1). IS 6211: 1993 &
(2). Point 5 of IS 1848:1991

Hazien cloth used for packing should not be less than 12 Onz. In reels the "EDGE GUARD" of strong material like corrugation media/plastic should be provided.

6. *Weight of the wrapper, hazien cloth, core & wooden plug etc. shall be excluded from the gross weight & nett weight shall be considered as the quantity supplied.*
7. *Tentative supply Schedule.*

MONTH		QUANTITY
November	2005	3300 M.T
December	2005	3300 M.T
January	2006	3300 M.T
February	2006	3300 M.T
March	2006	1800 M.T
		<u>15000 M.T.</u>

AGREEMENT

An agreement made at Bhopal this day _____ of _____ 2005, between Madhya Pradesh Textbook Corporation, Arera Hills, Bhopal M.P. (hereinafter referred to as the Corporation which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the one part.

AND

_____ Mill having its office at _____ (hereinafter referred to as the Dealer whose expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations) of the other part.

WHEREAS the Corporation invited tenders for supply of "Water Mark" Offset Printing paper vide tender No. _____ on the terms and conditions envisaged in the terms schedule issued with the tender form and purchased by the dealer.

AND WHEREAS the Dealer having accepted each and every term and condition contained in the tender schedule submitted in his bid.

AND WHEREAS the Corporation accepted the bid submitted by the dealer vide its letter of acceptance dated _____ consideration of the premises and the mutual promises and undertakings hereinafter specified and for other good and valuable consideration this agreement witnesses and is hereby agreed to as follows:

1. The following documents shall form and be construed as part of this agreement:
 - a. Agreement Deed
 - b. The terms and conditions of the contract Annexure (II).
 - c. Schedule of specifications for "Water Mark" Offset Printing Paper Annex. (I)
 - d. The letter of acceptance dated _____
 - e. The bid submitted by the dealer.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Managing Director, M.P. Textbook Corporation shall be final.

2. In consideration of the payment to be made by the corporation to the dealer as hereinafter mentioned, the dealer hereby covenants with the corporation to supply in conformity with and in all respects with the provisions of the contract mentioned in Annexure-II accepting all the terms and conditions contained therein.
3. The corporation hereby covenants to pay to the dealer in consideration of the supply of Water Mark Offset Printing Paper on the terms and conditions contained in Annexure-II the contract price at the time and in the manner prescribed by the contract and mentioned in Annexure-II.
4. The dealer hereby covenants to supply Water Mark Offset Printing paper of the specifications mentioned in Annexure-I, on the terms and conditions mentioned in Annexure-II, in batches in any or all the sizes and in quantity as per delivery schedule order by the Corporation.
5. The dealer has deposited full Security amount by bank draft / submitted the required bank guarantee and which shall be refunded to the dealer by the Corporation, as early as possible, on the satisfactory performance of the contract, in the supply of "Water Mark" Offset Printing paper, unless forfeited by the Corporation.

6. *The Corporation may revise the delivery schedule and the dealer shall affect deliveries of paper in accordance with changed supply schedule without claiming revision in rates. The date of the supply shall be the date on which the consignment reaches the required destination. The supply order can be decreased or increased by 40% and the dealer shall be bound to execute the supply of the additional quantity on the same rates and on the same terms and conditions.*
7. *The dealer hereby convenants to supply Water Mark Offset Printing Paper to the consignee/consignees as per despatch orders to be given by the Corporation, the difference in freight being payable to the dealer or deducted from the running bill submitted by the dealer, as the case may be.*
8. *The dealer convenants that in such cases where the Corporation requires the consignment of the paper to be delivered to a consignee at a particular place he will ensure that the "Water Mark" Offset Printing paper delivered to the consignee (Other than the Corporation) is also of the same quantity and same as mentioned in Annexure-I & II and in accordance with the despatch order and he shall also produce certificate from approved agency/agencies in this regard.*
9. *The dealer shall send relevant RalwayReciept/MotorReciept free of cost direct to the consignee/consignees frieght pre-paid.*
10. *The Corporation shall not be liable/responsible for damages, losses, thefts, pilferage, fire, accident, demurrages etc., incurred to the consignment during transit and the dealer bear the same.*
11. *The dealer convenants that the consignment/consignments of Water Mark Offset Printing Paper to the consignee shall be securedly packed so as to withstand the vegaries of nature, rough handling during transit and the packing of consignment/consignments in full conformity with Bureau of Indian Standards Specifications IS 6211:1993 and points 5.1 & 5.2 of IS 1848:1991. Hazien cloth used for packing of paper should not be less than 12 Onz.*
12. *The dispatch of each and every consignment shall be immediately communicated to the Corporation/consignee concerned with relevant details of RalwayReciept/MotorReciept.*
13. *In respect of reel, the covering despatch/delivery challan shall indicate only the net paper weight exclusive of weight of wrapper, hazien cloth, core and wooden plug etc.*
14. *The Water Mark Offset Printing paper supplied by the dealer shall conform strictly to the quality & proper winding of paper in reels etc. specified in Annexure-I in all respects and as per despatch order. The Corporation reserves the right to refuse to accept the paper, if found not in conformity with Annexure-I and for any other sufficient reason in the discretion of the Corporation.*
15. *Supply of paper for the reason of not being found in conformity with Annexure-I and for any other sufficient reason in the discretion of the Corporation shall be lifted by the dealer at his own cost within the period granted by the Corporation and in no case the Corporation shall be liable for the supply not accepted by the Corporation.*
16. *The Corporation reserves the right to deduct from the Running Bills cost of damaged or torn sheets and also of the sheets found short in supply. If the edges of the reels are found damaged with cuts etc. and if strips or inside cuts are found in reels, the cost of the same shall be deducted from the Running bills by the Corporation.*
17. *90% of the payment for the supply of paper, subject to the satisfaction of the Corporation to the effect that the terms and conditions of the contract have been observed in full, will be made within 10 days provided the bill is submitted with proof of delivery of consignment to the consignee.*
18. *The remaining 8% will be paid or adjusted, as the case may be, after receiving final report from the consignee of actual receipt of paper, shortage, other damages,*

- demurrages etc. and/or after obtaining a laboratory test report, if the Corporation so desires.*
19. *The balance 2% will be paid after expiry of the period of 6 months from the date of last supply of paper as a safeguard against breach of terms of contract that may be discovered on actual use of the paper supplied.*
 20. *The Security Deposit will be refunded as early as possible on satisfactory performance of the contract on the part of the dealer.*
 21. *For judging the quantity of paper supplied by the dealer, weight of wrapper of the reel/ream and weight of core of the reel shall be excluded from the weight and net weight of "Water Mark" Offset Printing paper only shall be considered.*
 22. *If the paper is not supplied by the dealer as per delivery schedule order by the Corporation, penalty for delay will be imposed by the Corporation at the rate of 0.10% per day of delay on the value of paper supplied delayed. The delayed supply will be adjusted in successive supply/supplies. The Corporation may impose penalty even if the delay in supply has not resulted into any financial loss to the Corporation. The Corporation in exceptional cases may condone the delay entirely in its discretion.*
 23. *The Corporation reserves the right to impose penalty for breach of any other term of the contract at its discretion to the extent of liability suffered by the Corporation or by forfeiture of the Security Amount.*
 24. *The dealer shall attend to and rectify all the complaints pertaining to the manufacturing defects of paper revealed at any stage within 5 days.*
 25. *If anything regarding technical specifications is not clearly mentioned in the Bid documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) in that regard.*
 26. *All disputes and differences arising out of or in any way touching or concerning this agreement shall be referred to arbitration and the sole arbitrator shall be the Principal Secretary, School Education Department, Government of Madhya Pradesh Bhopal or his nominee, whose decision shall be final and binding on the parties. All the provisions of the Arbitration & Conciliation Act' 1996 shall apply to the proceedings before the Arbitrator.*
 27. *This agreement shall be valid upto a period of 6 months after the entire supply required has been met.*
 28. *The dealer shall pay stampduty on the contract and legal charges for preparation of this agreement.*

IN WITNESS WHEREOF of the parties hereto have signed this agreement on the day & year referred to above.

WITNESS:

1. *1. MANAGING DIRECTOR*
2. *2. Seal & Signature of mill/Dealer*

Annexure- III

BANK GUARANTEE FORMAT

(For Performance Security)

1. In consideration of the Managing Director, M.P. Textbook Corporation, Bhopal (Hereinafter called "the Corporation") having agreed to exempt _____ (hereinafter called "the said dealer") from the demand, under the terms and conditions of an agreement/ (purchase order) No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said dealer of the term and conditions contained in the said Agreement, of production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the Bank") at the request of _____ (dealer) do here by undertake to pay to the purchaser an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said dealer of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation by reason of breach by the said dealer of any of the terms or conditions contained in the said Agreement or by reasons of the dealer's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Corporation in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to, pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the dealer in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the dealer/supplier shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/department) Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said dealer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO YEARS (as stipulated in Purchase Order) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without

affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said dealer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said dealer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said dealer or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said dealer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. *This guarantee will not be discharged due to the change in the constitution of the Bank or the dealer /Supplier.*

7. *We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.*

Dated the _____ day of _____

*For _____
(Indicate the name of the bank)*

SL.NO.....

TECHNICAL BID : FORM -A

(To be submitted in envelope "A" superscribed with words in CAPITAL letters " COVER A : TECHNICAL BID FOR SUPPLY OF 60 G.S.M. WATER MARK OFFSET PRINTING PAPER")

To,

The Managing Director
M.P. Textbook Corporation
Arera Hills, Bhopal -462011.

FROM :

SUB :- TECHNICAL BID for supply of 60 G.S.M. Water Mark Offset Printing Paper

REF :- Your Tender Notice No. _____ dt. _____

Dear Sir,

In response to the above tender notice I/We submit our TECHNICAL BID FOR SUPPLY OF WATER MARK (M.P. TEXTBOOK CORPORATION'S LOGO) OFFSET PRINTING PAPER.

I/We shall abide by all the terms and conditions envisaged in your tender schedule.

The following documents are enclose herewith:

	Clause No. (Annex.-II)	
1. Central Excise (Clearance) Certificate	5(a)	Yes/No
2. EMD (DD of Rs. 20 Lacs)	5(c)	Yes/No
3. Bid is being submitted for full Quantity (15000 M.T)	5(d)	Yes/No.
4. POWER OF ATTORNEY	5 (i)	Yes/No.
5. Whether 'declaration' regarding usage of paper is required from the Corporation or not.	5(j)	Yes/No
6. Thirty samples with seal & signature	5(m)	Yes/No

Signature of the bidders with Date and Seal

(No rates should be quoted in the technical bid in form " A", rates should be quoted in the commercial bid in form "B" only)

EXECISE CLEARNACE CERTIFICATE FOR THE YEAR 2004-2005

*This is certified that central excise department cleared _____ M.T. paper of M/s
_____ during the year 2004-2005.*

*Seal & signature of Inspector/Suptt.
Central Excise.*

COUNTER SIGNED BY

*Asst. Excise Commissioner or
An Officer of above rank.*

SL.NO.....

COMMERCIAL BID : FORM-B

(To be submitted in envelope "B" superscribed with words in CAPITAL letters "COVER B: COMMERCIAL BID FOR SUPPLY OF 60 G.S.M. WATER MARK OFFSET PRINTING PAPER")

To,

*The Managing Director
M.P. Textbook Corporation
Arera Hills, Bhopal-462011.*

FROM :

SUB :- COMMERCAL BID for supply of 60 G.S.M. Water Mark Offset Printing Paper for the academic year 2006-07

REF :- Your Tender Notice No. _____ DT. _____

Dear Sir,

In response to the above tender notice I/We quote our rate in the enclosed Commercial Bid Form-B for 15000 M.T. 60 G.S.M. watermark offset printing paper.

I/We shall abide by all the terms and conditions envisaged in your tender schedule.

Signature of the bidder with Date and Seal

M.P. TEXTBOOK CORPORATION

(To be filled in by the bidder)

COMMERCIAL BID FORM-B (60 G.S.M.WATER MARK OFFSET PRINTING PAPER)

(Subject to all the terms and conditions issued by the M.P. Textbook Corporation)

T.NO. _____

Dated _____

RATES PER METRIC TONES

i) For Reel Paper (84 cms.)

(As mentioned in Annexure I)

Rupees (in figures) _____

Rupees (in words) _____

ii) For Sheet Paper (As mentioned in Annexure-I)

Size 58.5x84cm.

Rupees (In Figures) _____

Rupees (in words) _____

SIGNATURE OF THE BIDDER WITH DATE & SEAL

Note :-

- 1. Rates quoted must include CST/commercial Tax/Octroi (if any) and another taxes applicable. At present the rate of Central Excise duty is nil for the paper to be supplied to M.P. Textbook Corporation (As per Central Excise rule). Please clearly specify at what rate of Central Excise duty the rates have been quoted and whether "declaration" regarding usage of paper is required from the Corporation or not.*
- 2. If there is any over-writing or corrections in rates the tender will not be considered.*